



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

|  |   |                                    |  |                        |                                       |                                 |
|--|---|------------------------------------|--|------------------------|---------------------------------------|---------------------------------|
| New<br><input type="checkbox"/>  | Change<br><input checked="" type="checkbox"/> | Cancel<br><input type="checkbox"/> | Vendor Code<br>ABSGROU912a             | SC<br>CIP              | Dept.<br>A                            | Contract Number<br>02-400 A-1   |
| County Department<br>Architecture & Engineering  |   |                                    | Dept. Orgn.<br>CIP 1830                |                        | Contractor's License No.              |                                 |
| County Department Contract Representative<br>Bob Marlin  |   |                                    | Telephone<br>909/387-5383              |                        | Total Contract Amount<br>2,693,526.00 |                                 |
| Contract Type<br><input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: |   |                                    |  |                        |                                       |                                 |
| If not encumbered or revenue contract type, provide reason:  |   |                                    |  |                        |                                       |                                 |
| Commodity Code   |   | Contract Start Date                |  | Contract End Date      |                                       | Original Amount<br>\$791,000.00 |
|  |   |                                    |  |                        |                                       | Amendment Amount<br>2,693,526   |
| Fund<br>CJV  | Dept.<br>CIP                                  | Organization<br>1830               | Appr.<br>430                           | Obj/Rev Source<br>4030 | GRC/PROJ/JOB No.                      | Amount<br>1,902,526             |
| Project Name<br>SB Central Courthouse  |   |                                    | Estimated Payment Total by Fiscal Year |                        |                                       |                                 |
| Seismic Retrofit   |   |                                    | FY<br>04                               | Amount<br>\$1,902,526  | I/D<br>I                              |                                 |
| Project No. 10830  |   |                                    |  |                        |                                       |                                 |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

ABSG Consulting Inc.

hereinafter called CONSULTANT

Address

300 Commerce Drive, Suite 200

Irvine, CA 92602-1300

Telephone

714/734-4242

Federal ID No. or Social Security No.

13-2695912

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

Revise the contract to include amend the Scope of services as allowed in the original contract Article 1, subsection 1.1

1. Change the title of Scope of work, Article 1.1 to: "Original scope of work, Article 1.1.a"
2. Add the following article:

Expanded Scope of Work, Article 1.1.b, to add the following design elements to the existing project:

As provided for in the original contract, Scope of Work, expand the contract to include the following elements. An expanded, detailed list of the scope expansion is included in Appendix B. Basic contract tasks identified in Article 3, Basic Services of the Consultant and Appendix A apply.

- Seismic retrofit of the T-Wing Structure using shear wall technology;
- Remodel the complete first and second floors of the T-Wing annex from office space to 3 court rooms on each of the two floors;
- Replace/reconstruct the heating, ventilating and air conditioning system (HVAC) on the first and second floors of the T-Wing Annex to meet current codes;
- Modify the heating, ventilating and air conditioning system (HVAC) in the T-Wing Annex on all floors to meet current codes;
- Identify and address improvements to access compliance to the public access areas of the T-Wing Annex;
- Remodel the entire first floor of the Central Court structure to office space including affected HVAC, plumbing and electrical improvements;
- Remodel approximately half the second floor of the Central Courthouse structure to reorganize and improve court functions and services including effected HVAC, plumbing and electrical improvements;
- Remodel a one courtroom department located on the third floor of the Central Court house structure into a jury assembly/waiting area and a jury deliberation area including all affected HVAC, plumbing and electrical improvements;

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|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date                                 | Keyed By                     |

- Complete replacement of the HVAC on the entire third floor of the Central Courthouse (currently independently serviced by roof mounted systems) to run off the Central Plant;
  - Re-analyze the Central Courthouse seismic design using a more detailed building model technology to optimize shear wall and foundation sizes;
  - Survey and test the increased area (T-Wing annex, Central Plant and Central Courthouse) for presence of hazardous materials (asbestos, lead paint and mold);
  - Upgrade of the Central Plant to address boilers, chillers, cooling towers and miscellaneous piping. Prepare a study to document current building and equipment details (present time as-built), review the efficiency of the system and investigate utility savings and incentives; and
  - Prepare all plans and specifications in such a way to identify to the contractor required phasing between the various remodels and to protect the public from construction activities. Tenant improvements for proposed temporary relocation space is specifically excluded from this work.
3. Revise Schedule of Services, Article 1.3.b, to add an additional 300 days for design of the extra scope added through this Amendment No. 1 after written notification to proceed with this work
4. Revise Consultant's Fee, Article 1.4.a, to read:
- County agrees to pay Consultant, a fixed fee of \$1,431,688 for all design work, special studies, and as-built preparation associated with the scope of work in Article 1.1 and 1.2. An additional not to exceed amount of \$470,838 shall be paid to the consultant, as earned, on a time and material basis for support during the bidding and construction phase (Construction Administration) of the project. Any extension of the amount allotted for Construction Administration shall have to be approved by the Board of Supervisors prior to expenditure of the Contract amount through an amendment to this Contract.
5. Revise Compensation, Article 4 to read:
- The County shall compensate the Consultant based upon Consultant's invoices submitted not more frequently than monthly, as approved by County as to percentage of fixed fee work completed and time and material records for Bid and Construction Administration.
- a. For the Consultant's satisfactory preparation of Schematic Design, Design Development, Construction Documents, Permitting, Special Studies, Completion of As-Built, and upon County approval, County shall pay Consultant \$1,431,688.
  - b. For the Consultant's satisfactory completion of Construction Administration Services, County shall pay Consultant a not to exceed \$470,838 on a time and material basis.
  - c. Consultant shall not be paid for work incidental to changes required by Consultant's errors or omissions to contract documents.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►  
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

►  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Department Head

Date \_\_\_\_\_